IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

ORDER
IN
S.B. Civil Second Appeal No.107/1988

Hari Mohan Sharma S/o Shri Sri Narain
...defendant-appellant
Versus
Mahaveer Prasad S/o Shri Kalu Lal
...plaintiff-respondent
AND
Kanhiyalal S/o Shri Ganesh Ram Mehar & Another
...defendant-proforma-respondents

Date of Order ::: 21.11.2006

Present
Hon'ble Mr. Justice Narendra Kumar Jain

Shri Anil Mehta, Counsel for defendant-appellant
Shri Shailesh Prakash Sharma, Counsel for plaintiff-respondent

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By the Court (Oral):-

Heard learned counsel for both the parties.

The plaintiff-respondent filed a suit for possession and mesne profits in respect of the disputed property, which was dismissed by the lower court. However, on an appeal filed by the plaintiff, the learned first appellate court, vide its judgment and decree dated 28th of July, 1988, while setting-aside the judgment and decree dated 9th of February, 1983 passed by the lower court, decreed the suit of the plaintiff. Hence, this second appeal has been

preferred on behalf of the defendant.

During the pendency of the second appeal, both the parties have entered into a compromise and they have filed a joint application dated 21.11.2006 for taking on record the compromise having arrived at in between both the parties duly signed by both the parties as well as their counsel along-with map (blue-print) (Schedule-A), showing their respective shares in the property, in dispute. The compromise is also supported by affidavits of both the parties. The compromise has been attested by the Registrar (Administration) of this Court, today i.e. 21.11.2006.

In view of above, the joint application filed by both the parties for taking on record the compromise is allowed. The compromise is taken on the record. A copy of the compromise along-with map (blue-print) (Schedule-A) will form part of this order.

The second appeal is accordingly disposed of on the basis of the above referred compromise. The judgment and decree passed by the first appellate court will be deemed to have been modified according to the terms of the compromise, referred above.

There will be no order as to cost.

(Narendra Kumar Jain) J.

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